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tors the settlement of the lines between their lands, and the arbitrators refuse to receive in evidence the plaintiff's deeds, plats, etc., relating to the lands in controversy, the award should be set aside. The court says: "Arbitrators have some power within their discretion to determine how much evidence they will hear, (*Nickalls v. Warren*, 6 Q. B. 615, per Lord DENMAN, C. J.) but it is their general duty to hear all evidence material to the case which is offered. * * * In this case the arbitrators were to settle the lines between the parties and all matters of difference in relation thereto. The evidence, according to the affidavits of the plaintiff, was offered for that purpose, and there was no attempt whatever to show that it was immaterial. * * * We are clearly of the opinion that they [the arbitrators] have no power to arbitrarily decline to receive or examine any testimony whatever."

Partnership—Accounting—Compensation of Partner.—The case of *Morris v. Griffen*, 49 N. W. Rep. 846 (Iowa), was a Bill in Equity to wind up a partnership. At the time the plaintiff and defendant entered into copartnership, the plaintiff was in the employ of O. & Co., and continued in such employment, which was for nine months in each year, during all the time of the firm's existence. Upon trial of the case to the court the decree found that defendant was indebted to the firm for some \$14,000, and this suit is brought to compel payment. The defendant sets off against such amount a bill for services during the existence of the partnership for the management of its business. Upon this point the court held: that it would from the circumstance imply an agreement, upon the absence of an express one to the same effect, between the partners to compensate the defendant for services rendered on behalf of the partnership, and that as the plaintiff left the management of the firm's business to the defendant, he (the defendant) would upon the implied agreement be permitted to offset his indebtedness to the firm by being credited for such services.

Judgment by Confession.—*Teel v. Yost*, 28 N. E. Rep. 353. The New York Court of Appeals has recently decided that an action may be maintained in that State upon a judgment by confession entered in the courts of another State, even though the service and form of the judgment would not have been sufficient in a New York court under the local statutes. Such a judgment, when in conformity with the general practice of such other State, is to be given the same credit as any other judgment.